

United States Bankruptcy Court

Southern District of New York

In re **Lehman Brothers Holdings Inc.**, Case Nos. **08-13555**
Jointly Administered

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Perry Partners International, Inc.

Barclays Bank PLC

Name of Transferee

Name of Transferor

Original Court Claim #: **59098** (\$8,000,000 being the
"Total Claim Amount" of CUSIP XS0343872494)

ISIN/CUSIP: XS0343872494

Transferred Claim: \$6,000,000 of the Total Claim
Amount

Name and Address where notices to Transferee
should be sent:

Aaron Zelig
Perry Capital
767 Fifth Avenue, 19th Floor
New York, NY 10153
tel: 212.583.4067
fax: 212.583.4099
azelig@perrycap.com

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my
knowledge and belief.

Perry Partners International, Inc.

By: Perry Corp.
Investment Advisor for Perry Partners International, Inc.

By: _____

Date: January 6, 2011

Name: _____

Title: _____

KL2 2682546.1

Lance Kravitz
Authorized Signatory

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Barclays Bank PLC** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **Perry Partners International, Inc.** (the "**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the **principal amount** specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to Proof of Claim Number **59098** (the "**Proof of Claim**") filed by or on behalf of **C.V.I G.V.F. (Lux) Master S.A.R.L. c/o CarVal Investors, UK, Ltd.** ("**Predecessor**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (JMP) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation or guaranty relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"), and (d) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim ("Agreement"); (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto, (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the transferred claims, will give rise to any setoff, defense, or counterclaim or result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) Seller has provided Purchaser with a true and correct copy of any acceleration notice delivered by Seller or its predecessor with respect to the Purchased Security, which notice was delivered to Lehman Brothers Treasury Co. B.V. and Lehman Brothers Holdings, Inc. in accordance with the terms of the underlying Fiscal agency agreement on the date set forth in such notice.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing

that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is
executed this 6 day of ~~November 2010~~ ~~xxxxxxx~~ January, 2011

Perry Partners International, Inc.

Barclays Bank PLC

By: Perry Corp.
Investment Advisor for Perry Partners International, Inc.

By: 
Name: Lence Kravitz
Title: Authorized Signatory

By: 
Name: Daniel Crowley
Title: Managing Director

745 Seventh Ave
New York, NY 10019

Schedule J

Transferred Claims

Purchased Claim

USD 6,000,000 of USD 8,000,000 (the outstanding amount of CUSIP XS0343872494 as described in the Proof of Claim as of January 30, 2011), plus all accrued and unpaid interest due and owing as of the Debtor's petition date (out of the original claim amount of USD 669,387,079.91 as filed by Predecessor in proof of claim number 59098)

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity
Issue of USD 8,000,000 Index Linked Notes due January 30, 2011	XS0343872494	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 6,000,000 of USD 8,000,000	Index-Linked Interest	January 30, 2011

Schedule I-I

KL2 2003.01.1

United States Bankruptcy Court/Southern District of New York

Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

**LEHMAN SECURITIES PROGRAMS
PROOF OF CLAIM**

In Re:
Lehman Brothers Holdings Inc., et al.,
Debtors.

Chapter 11
Case No. 08-13555 (JMP)
(Jointly Administered)

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al.
08-13555 (JMP) 0000059098



Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on <http://www.lehman-docket.com> as of July 17, 2009

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

C.V.I. G.V.F. (Lux) Master S.A.R.L.
c/o CarVal Investors, UK, Ltd.
Knowle Hill Park, Fairmile Lane
Cobham, Surrey KT11 2PD
United Kingdom

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Telephone number: 00 44 1932 86 1594 Email Address: Annemarie.Jacobsen@carval.com

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Telephone number: Email Address:

1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.

Amount of Claim: \$ not less than \$669,387,079.91 (Required)

☒ Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.

2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates.

International Securities Identification Number (ISIN): see attached (Required)

3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates.

Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number:

see attached (Required)

4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers.

Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number:

see attached (Required)

5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.

Date:
10/___/2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

[Handwritten Signature]

FOR COURT USE ONLY

FILED / RECEIVED

OCT 30 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

SIGNED BY CARVAL INVESTORS UK LTD
ON BEHALF OF C.V.I. G.V.F. (LUX) MASTER S.A.R.L.

EXHIBIT A

SCHEDULE OF LEHMAN PROGRAM SECURITIES

Entity	ISIN	Quantity Blocked	Currency	USD Equivalent of Quantity Blocked	Blocking Reference Number	Euroclear Account Number
Lehman Brothers Treasury BV	AU300LBTC011	7,300,000.00	AUD	5,887,571.58	6031905	92317
Lehman Brothers Treasury BV	AU300LBTC029	26,600,000.00	AUD	21,453,343.01	6028707	92317
Lehman Brothers Treasury BV	AU300LBTC029	2,000,000.00	AUD	1,613,033.31	6046164	92317
Lehman Brothers Treasury BV	CH0027120812	5,000,000.00	CHF	4,480,688.23	6028922	92317
Lehman Brothers Treasury BV	CH0029197156	1,300,000.00	CHF	1,164,978.94	6031895	92317
Lehman Brothers Holdings Inc	JP584117A762	1,100,000,000.00	JPY	10,510,223.58	6028918	92317
Lehman Brothers Holdings Inc	XS0128857413	282,000.00	EUR	401,652.60	6046160	90948
Lehman Brothers Holdings Inc	XS0138439616	12,000,000.00	EUR	17,091,600.00	6031876	92317
Lehman Brothers Holdings Inc	XS0179304869	1,490,000.00	EUR	2,122,207.00	6028701	92317
Lehman Brothers Holdings Inc	XS0183944643	3,193,000.00	EUR	4,547,789.90	6028908	92317
Lehman Brothers Holdings Inc	XS0189741001	16,674,000.00	EUR	23,748,778.20	6028907	92317
Lehman Brothers Holdings Inc	XS0193035358	14,201,000.00	EUR	20,226,484.30	6031136	92317
Lehman Brothers Treasury BV	XS0200049590	21,500,000.00	USD	21,500,000.00	6034559	92317
Lehman Brothers Holdings Inc	XS0205185456	12,545,000.00	EUR	17,867,843.50	6046165	92317
Lehman Brothers Treasury BV	XS0210782552	9,300,000.00	EUR	13,245,990.00	6031896	92317
Lehman Brothers Holdings Inc	XS0218304458	2,700,000.00	EUR	3,845,610.00	6048212	90948
Lehman Brothers Treasury BV	XS0220152069	3,700,000.00	EUR	5,269,910.00	6046166	92317
Lehman Brothers Holdings Inc	XS0224346592	13,550,000.00	EUR	19,299,265.00	6046162	90948
Lehman Brothers Treasury BV	XS0242396249	15,000,000.00	USD	15,000,000.00	6028925	92317
Lehman Brothers Holdings Inc	XS0247679573	11,850,000.00	EUR	16,877,955.00	6031873	92317
Lehman Brothers Treasury BV	XS0251195847	17,000,000.00	GBP	30,611,900.00	6028927	92317
Lehman Brothers Holdings Inc	XS0252835110	15,000,000.00	EUR	21,364,500.00	6028909	92317
Lehman Brothers Holdings Inc	XS0254171191	13,700,000.00	EUR	19,512,910.00	6028705	92317
Lehman Brothers Holdings Inc	XS0257022714	19,300,000.00	EUR	27,488,990.00	6031898	92317
Lehman Brothers Treasury BV	XS0267225273	500,000.00	EUR	712,150.00	6028929	92317
Lehman Brothers Treasury BV	XS0268040192	5,000,000.00	SGD	3,509,264.46	6046174	92317
Lehman Brothers Treasury BV	XS0270986499	11,000,000.00	GBP	19,807,700.00	6028924	92317
Lehman Brothers Holdings Inc	XS0272543900	11,350,000.00	EUR	16,165,805.00	6031888	92317
Lehman Brothers Holdings Inc	XS0282937985	4,500,000.00	EUR	6,409,350.00	6031883	92317
Lehman Brothers Treasury BV	XS0283497005	27,050,000.00	EUR	38,527,315.00	6031892	92317
Lehman Brothers Treasury BV	XS0283497005	15,000,000.00	EUR	21,364,500.00	6046183	92317
Lehman Brothers Bankhaus AG	XS0285486568	10,000,000.00	EUR	14,243,000.00	6046184	92317
Lehman Brothers Treasury BV	XS0286897219	1,696,000.00	EUR	2,415,612.80	6048214	90948
Lehman Brothers Treasury BV	XS0286900708	9,304,000.00	CHF	8,337,664.67	6048205	90948
Lehman Brothers Holdings Inc	XS0288579260	1,500,000.00	EUR	2,136,450.00	6031907	92317
Lehman Brothers Treasury BV	XS0288702052	1,596,000.00	EUR	2,273,182.80	6028926	92317
Lehman Brothers Treasury BV	XS0297097429	10,000,000.00	EUR	14,243,000.00	6028946	92317
Lehman Brothers Securities NV	XS0298339077	3,000,000.00	USD	3,000,000.00	6031891	92317
Lehman Brothers Treasury BV	XS0298692434	89,000,000.00	HKD	11,424,610.41	6046186	92317
Lehman Brothers Holdings Inc	XS0299141332	6,000,000.00	GBP	10,804,200.00	6031879	92317
Lehman Brothers Treasury BV	XS0300241923	10,000,000.00	GBP	18,007,000.00	6031911	92317
Lehman Brothers Treasury BV	XS0305158031	6,120,000.00	AUD	4,935,881.93	6028928	92317
Lehman Brothers Holdings Inc	XS0307745744	4,300,000.00	EUR	6,124,490.00	6028699	92317
Lehman Brothers Treasury BV	XS0307992676	3,659,000.00	EUR	5,211,513.70	6031870	92317
Lehman Brothers Treasury BV	XS0314130369	10,000,000.00	USD	10,000,000.00	6028934	92317
Lehman Brothers Treasury BV	XS0316515229	5,000,000.00	USD	5,000,000.00	6031909	92317
Lehman Brothers Treasury BV	XS0325476215	4,100,000.00	EUR	5,839,630.00	6031866	92317
Lehman Brothers Treasury BV	XS0326006540	10,750,000.00	EUR	15,311,225.00	6046187	92317
Lehman Brothers Holdings Inc	XS0327261946	3,000,000.00	USD	3,000,000.00	6046188	92317
Lehman Brothers Treasury BV	XS0332587715	5,000,000.00	EUR	7,121,500.00	6046197	92317
Lehman Brothers Treasury BV	XS0343872494	8,000,000.00	USD	8,000,000.00	6046231	92317
Lehman Brothers Treasury BV	XS0353348666	5,800,000.00	USD	5,800,000.00	6028949	92317
Lehman Brothers Treasury BV	XS0355227942	1,500,000.00	EUR	2,136,450.00	6031867	92317
Lehman Brothers Holdings Inc	XS0362467150	400,000.00	GBP	720,280.00	6028703	92317
Lehman Brothers Treasury BV	XS0364263144	5,000,000.00	EUR	7,121,500.00	6028917	92317
Lehman Brothers Treasury BV	XS0365822435	3,600,000.00	EUR	5,127,480.00	6028700	92317
Lehman Brothers Holdings Inc	XS0383842951	33,000,000.00	GBP	59,423,100.00	6046251	92317
TOTAL				669,387,079.91		
